

EXHIBIT F



BROWN UDELL POMERANTZ & DELRAHIM, LTD.
Shelley Smith • ssmith@bupdlaw.com
1332 North Halsted Street, Suite 100
Chicago, IL 60642
Phone: 312.475.9900 • Fax: 312.475.1188
www.bupdlaw.com

February 19, 2015

By FedEx Overnight Delivery

KIDZ Real Estate Group, LLC
c/o SS Management Company, Inc.
200 E. Howard Street, Suite 296
Des Plaines, IL 60018

RE: SECOND NOTICE OF DEFAULT

To Whom It May Concern:

As you know, our firm represents SB Spring, LLC ("Lender"), holder of the Amended and Restated Promissory Note dated as of November 27, 2013 (the "Note") which KIDZ Real Estate Group, LLC ("Maker"), executed to memorialize a loan of \$1,500,000 from Lender (the "Loan"). The Note is secured in part by an Open-End Mortgage, Security Agreement and Financing Statement dated as of November 27, 2013 (the "Mortgage"), and recorded in the Office of the Recorder of Lucas County, Ohio on December 17, 2013, as Document No. 20131217-0064169, encumbering the property described therein (the "Property"). We are sending you this Notice of Default pursuant to the default provisions in the Note.

Section M(1) of the Note identifies an Event of Default as, among other things, the failure to make any payment required under the Loan Documents, which failure continues for more than twenty-eight (28) days after the date then due. Pursuant to the Mortgage, which is one of the Loan Documents, you are required to pay all property taxes when they become due. Yet, you have failed to make these payments, with property taxes and penalties due and payable since November, 2014. For this reason, you are in default of the Note.


Moreover, as set forth in Section D of the Note, upon the Maturity Date, defined as November 30, 2014 (Section F), you are required to repay the entire outstanding principal balance on the Note, together with all accrued but unpaid interest thereon, and all other sums due Lender. As of the date of this Notice of Default you have not repaid those sums, which constitutes an additional Event of Default. Because an Event of Default has occurred, based upon your failure to pay property taxes and penalties, you are not eligible to extend the Note's maturity date.

Furthermore, it is an Event of Default under Section M(8) of the Note if Maker "is enjoined, restrained or in any way prevented by court order from conducting all or any material

KIDZ Real Estate Group, LLC
February 20, 2015
Page 2

part of Maker's business affairs with respect to the Property." We understand that, due to a failure to maintain the Property, the City of Toledo has ordered that the Property be shut down, with all tenants ordered to vacate the Property. This order marks an additional default under the Note.

Pursuant to Section M of the Note, you are hereby put on notice that if you and/or Guarantors fail to cure the above-referenced defaults within twenty-eight (28) days of this notice, then Lender may elect to pursue any of the rights or remedies set forth in the Note or the Loan Documents. Lender reserves all rights under the Loan Documents, at law or in equity, to remedy the damages that may arise from your defaults. This Notice of Default is not intended to indicate or effect a waiver or compromise of any of Lender's rights granted therein.

Sincerely,

Shelley Smith

cc: F. John McGinnis
Ted Donner, Esq.
Ariel Weissberg